

INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

This agreement made and entered into this ____ day of _____, 2003, by and between the DAVIS SCHOOL DISTRICT, a political subdivision of the State of Utah, which shall be called the “ District” in this agreement, and DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the “County” in this agreement.

RECITALS

This agreement is made and entered into by and between the parties based, in part, upon the following recitals:

- A. The District is a School District organized and existing pursuant to and in accordance with the laws of the State of Utah.
- B. The District owns and operates educational facilities, including specifically the West Point Junior High School ("School") located with the city limits of West Point City, Davis County, Utah.
- C. The County has contracted with West Point City ("City") to provide law enforcement services to the City through the Davis County Sheriff's Office (“Sheriff's Office”).
- D. The Sheriff's Office employs trained law enforcement officers qualified to act as School Resource Officers (SROs).
- E.. The District has a need for an SRO to perform law enforcement related services at the School in connection with the facilities and programs of that School and desires to enter into this interlocal cooperation agreement with the County for the purpose of providing an SRO at the School.
- G. This agreement is made and entered into as an interlocal agreement pursuant to, in accordance with, and authorized by the *Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, *Utah Code Annotated*.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the District and the County hereby agree as follows:

1. Purpose

The purpose of this agreement is to provide for the services of a qualified School Resource Officer ("SRO") through the Sheriff's Office at the School with the intent to accomplish the following:

- A. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement officers and agencies;
- B. To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;
- C. To help maintain a safe and secure environment on District facilities and at District programs by acting swiftly and cooperatively when responding to major disruptions and criminal offenses at school, such as: disorderly conduct by trespassers, the illegal possession and use of weapons on campus, the illegal possession, sale, or distribution of controlled substances;
- D. To report serious crimes that occur at the School and to cooperate with other law enforcement officials in their investigation of crimes that occur at school;
- E. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and
- F. To encourage SROs to provide traffic control and enforcement at schools when deemed necessary for the safety and protection of students and the general public.

2. Service and Reimbursement

- A. The County shall provide, through the Sheriff's Office and subject to the provisions set forth in this agreement, the services of one qualified SRO at the School during the duty hours set forth in Schedule A which is attached to and incorporated into this agreement.
- B. In the event an assigned SRO is unavailable for duty at the School for whatever reason, the Sheriff's Office shall make reasonable efforts to assign a substitute SRO to provide necessary SRO services to that campus during the regularly assigned SRO's absence.
- C. Because special circumstances may arise from time to time which are beyond the control of the School and the Sheriff's Office, the Sheriff's Office may of necessity temporarily remove the SRO from the school without replacing the SRO while such circumstances exist. In such circumstances, the Sheriff's Office will respond to emergency situations or criminal acts at the School in a reasonable manner as resources and time permit.
- D. The District shall reimburse the County for the costs associated with the provision

of SRO services by the County pursuant to this agreement. The amount of reimbursement shall be mutually agreed upon annually by the parties and incorporated into an annual addendum to this agreement. The addendum for reimbursements for the School Year 2003-2004 is attached to this, labeled Addendum No. 1, and incorporated into this agreement by reference.

3. Basic Qualifications of School Resource Officer

Any officer assigned by the Sheriff's Office to serve as an SRO at the School shall:

- A. Be a sworn Deputy Sheriff employed by the County;
- B. Be a currently certified law enforcement officer in the State of Utah;
- C. Have at least two years of law enforcement experience;
- D. Possess a sufficient knowledge of the applicable federal, state, and local laws, and the policies and regulations of the District relevant to SROs;
- E. Be capable of conducting appropriate criminal investigations;
- F. Possess an even temperament and set a good example for students; and
- G. Possess good communication skills which will enable the officer to function effectively within the school environment.

4. Duties of the SRO

The duties and responsibilities of the SRO, during duty hours, shall be, within the lawful authority and reasonable ability of the SRO, to:

- A. Protect the lives and property of the staff, students, and citizens at the School;
- B. Enforce applicable federal, state and local laws and ordinances but not the rules of and regulations of the District and the School.
- C. Assist and advice school officials where practical and appropriate in matters of public and school security and safety at the School;
- D. Investigate criminal activity committed on or about school property;
- E. Meet and talk with students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or principal's designee or by the parents of a student;
- F. Answer questions that students may have about criminal or juvenile laws and procedures.
- G. Assist other law enforcement officers with investigations concerning staff and

students of the School.

- H. Assist with security for special school events or functions at the request of the principal or principal's designee.
- I. Provide traffic control services during the arrival and departure of staff and students when necessary and appropriate;
- J. Notify the officer's supervisor, the School Safety Coordinator and the School principal or principal's designee when absent from or unavailable to serve as an SRO work due to such causes as illness, training obligations, vacation, or other agency obligations or an emergency;
- K. Notify the officer's supervisor and the School Safety Coordinator of any incident or matter which the officer reasonably believes should be brought to their attention;
- L. Submit all incidents and arrest reports to the Sheriff's Office according to departmental policy;
- M. Maintain communications with supervisors, school administration, and school safety personnel through assigned radios, pagers, voice-mail, and cellular phones. Voice-mail should be checked each working day for any broadcast messages;
- N. Assist the administration and faculty in formulating criminal justice programs;
- O. Assist in the formulation of educational crime prevention and awareness programs designed to reduce crimes at the School or in the community by School staff or students;
- P. Participate, as may be appropriate for and within the authority of a law enforcement officer in parent, teacher, and student meetings for security, informational, or assistance purposes;
- Q. Participate in School activities, student organizations, and athletic events as may be appropriate for, feasible, and within the authority of a law enforcement officer ;
- R. Assist the Sheriff's Office and other law enforcement and public safety agencies, and other SROs with investigations concerning staff and students of the School.

The SRO shall not be responsible or authorized to enforce the rules and regulations of the

School. The handling of any infractions of the rules and regulations of the School shall be the responsibility of the School officials although the SRO should be available to the School officials for advice, assistance, and consultation related to the law and public safety matters.

5. Employment Status

A. The SROs assigned to the School under this agreement shall at all times remain employees of the County.

B. The School officials may make recommendations to the Sheriff's Office regarding the services and performance of services by the assigned SROs.

6. Training

Training of SROs for the purpose of maintaining their law enforcement certification shall be at the direction of the Sheriff's Office. The District may also provide training regarding Board of Education and School policies, rules, regulations, and procedures. The District shall, upon request, make available or provide a copy of its policies, rules, and regulations to the SRO and the County.

7. Chain Of Command

As employees of the County, SROs shall follow the chain of command as set forth in the *Davis County Sheriff's Office Policies and Procedure Manual*.

8. SRO Dress

Dress for the SRO will be the uniform of the day, as set forth by the Sheriff's Office.

9. Supplies And Equipment

The Sheriff's Office shall provide the SRO with such supplies and equipment as it deems reasonable and appropriate including the following:

A. A standard patrol vehicle for each SRO, all maintenance for such vehicles and purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the County.

B. A standard issue pistol and rounds of ammunition for each SRO.

C. The usual and customary office supplies and forms required in the performance of the officer's duties.

D. The necessary communication equipment.

10. Investigation, Interrogation, Search And Arrest Procedures

A. It is the responsibility of the SRO to assure that any investigation, interrogation, search, and arrest comply with the applicable federal and state laws and standards and the policies and procedures of the Sheriff's Office and to reasonably assure that evidence is obtained in such a manner as to be admissible in a court of law and that the rights and safety of individuals and the public have been protected.

B. The SRO shall notify the School principal or principal's designee before removing a student from campus.

C. The School and District officials shall render such assistance as is reasonable and appropriate to the SRO in the performance of law enforcement functions including, but not limited to, providing an adequate and appropriate place for interviews of staff, students, and witnesses.

D. Nothing in this agreement shall prohibit the School or District officials from conducting investigations or undertaking such actions as they deem appropriate in accordance with applicable federal, state, and local laws, rules, regulations, and standards and their own policies and procedures. Neither the District nor School officials shall intervene in or interfere with the performance of the law enforcement duties of the SRO.

13. Access To Student Education Records

A. The SRO shall be designated as "law enforcement units" for the purposes of school records as required by the *Family Educational Rights and Privacy Act*, 20 USCA § 1232g (FERPA). The School and District may freely share information and records regarding students with the SRO for the purpose of maintaining safe schools and the performance of the SRO duties as set forth in this agreement and in compliance with FERPA.

B. Records or files which the SRO creates and maintains for a law enforcement purposes are not student education records and are therefore not protected by FERPA. These law enforcement unit records may be disclosed to third parties as permitted by applicable state law.

C. The SRO and other law enforcement officials may inspect and copy any public records maintained by the school including student directory information such as yearbooks, but may not inspect or copy any confidential student education records except in emergency situations.

D. If information in a student's cumulative record is needed in an emergency to

protect the health or safety of the student or other individuals, school officials may disclose to the SRO and other law enforcement officials that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation and the extent to which time is of the essence.

E. If confidential student records information is needed, but no emergency situation exists, the information may be released to law enforcement officials upon the issuance of a search warrant or subpoena to produce the records, parental consent, or in accordance with law.

14. Annual Review

A. The parties shall meet annually to review the continued applicability of the provision of services described in this agreement and the associated reimbursements. Because District funding for the payment of SROs is derived from state and federal funding, any increase in the District's portion of the costs of this agreement shall be guided by the increase in funding which the District receives for the following fiscal year from these sources.

B. The annual review shall commence no later than January 15th of each calendar year with any actions on the agreement to be completed no later than April 1st of each calendar year.

C. An annual review report shall be prepared which shall describe any changes to services, reimbursement, or other matters. A copy of each annual review report shall be given to each of the parties and attached to and incorporated into an addendum to this agreement with the date of applicability corresponding with the fiscal year of the District.

15. No Separate Entity

This agreement does not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this agreement.

16. Property

No property shall be jointly acquired, held, or distributed by and between the parties as part of this agreement.

17. Liability Insurance and Indemnification

A. The District and the County shall each maintain adequate and appropriate insurance policies and coverage for its own liability, automobile, property, and other

appropriate insurance policies and coverage and designate the other party as an additional insured. Upon request, each party shall provide a certificate of insurance to the other party.

B. The District shall indemnify and hold harmless the County and its officers, employees, and agents from any judgments, claims, or obligations, including legal defense costs, for injury, damages, or losses, actually or allegedly arising or resulting from the conduct and acts, whether of omission or commission, or the negligence of the District and the officers, employees, and agents of the District in connection with any activity contemplated by this agreement.

C. The County shall indemnify and hold harmless the District and its officers, employees, and agents from any judgments, claims, or obligations, including legal defense costs, for injury, damages, or losses, actually or allegedly arising or resulting from the conduct and acts, whether of omission or commission, or the negligence of the County and the officers, employees, and agents of the County in connection with any activity contemplated by this agreement.

D. The District and the County shall each be responsible for conducting its respective activities as provided for and contemplated herein, and each waives all claims and resources against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such party as contemplated by this agreement.

18. Duration of Agreement

This agreement shall continue and remain in full force and effect for no more than 50 years unless terminated by the mutual consent of the involved parties, operation of law, or in the manner provided in Paragraph 19 of this agreement.

19. Termination

This agreement may be terminated at any time by either party with or without cause, upon the giving of written notice to the other party of its intent to terminate this agreement not

less than ninety (90) days prior to the date of termination.

20. Assignment

Parties hereto may not assign this agreement or any interest therein without first obtaining the written consent of the other party. Any attempt to assign any right or privilege connected with this agreement without the prior written consent of the other parties shall be void.

21. Entire Agreement

This agreement contains the entire agreement and understanding between the parties and supersedes any and all oral representations and agreements made by either party prior to the execution and date of this agreement.

22. Review by Authorized Attorney

In accordance with the provisions of Section 11-13-202.5(3), *Utah Code Annotated*, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take affect.

23. Dispute Resolution

The parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

24. Governmental Approval, Execution, and Resolutions

This agreement shall be conditioned upon the approval and execution of this agreement by the parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval but only if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the parties.

25. Effective Date.

This agreement shall be effective as of the date of execution of this agreement by all parties.

26. Record of Agreement

Executed duplicate copies of this agreement shall be filed with the keeper of records of each of the parties.

27. Relief of Obligation

This agreement does not in any way relieve either party of any obligation or responsibility imposed upon it by law.

28. Amendments

This agreement may be amended at any time but only by the written agreement of the parties.

29. Severability

If any provisions of this agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

30. Third Party Beneficiaries

This agreement is intended for the sole benefit of the parties and does not create or confer, directly or indirectly, any rights, interests, or benefits to or upon any third party.

31. Authorization.

The individuals executing this agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties hereto have signed this interlocal cooperation agreement in duplicate, each of which shall be deemed an original, on the dates indicated by their respective signatures.

BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT

By: _____
Barbara A. Smith, President
Board of Education
Date: _____, 2003

ATTEST:

Bruce Williams, Business Administrator
Board of Education

Reviewed and found to be in proper form and compliance with applicable law

Attorney for Davis School District

DAVIS COUNTY

By: _____
Dannie R. McConkie, Chairman
Davis County Board of County Commissioners
Date: _____, 2003

ATTEST:

Steven S. Rawlings
Davis County Clerk/Auditor

DAVIS COUNTY SHERIFF'S OFFICE

By: _____
Bud E. Cox, Davis County Sheriff
Date: _____, 2003

Reviewed and found to be in proper form and compliance with applicable law

Gary O. McKean
Deputy Davis County Attorney

SCHEDULE A

DUTY HOURS FOR SCHOOL RESOURCE OFFICERS 2003-2004 SCHOOL YEAR

The duty hours for the School Resource Officers assigned to the West Point Junior High School for the 2003-2004 School Year under the foregoing *Interlocal Agreement For School Resource Officer Services* shall be as follows:

ADDENDUM NO. 1
SCHOOL RESOURCE OFFICERS
2003-2004 SCHOOL YEAR

This Addendum No. 1 is made and entered into by and between DAVIS COUNTY and the DAVIS SCHOOL DISTRICT and shall be incorporated into and become a part of the foregoing *Interlocal Agreement for School Resource Officer Services*, which is dated the ____ day of _____, 2003.

1. Reimbursement for SRO Services

The cost of the services described in the *Interlocal Agreement For School Resource Officer Services* shall be shared by the parties. The District shall be responsible to reimburse the County through the Sheriff's Office the sum of \$ _____ for the 2003-2004 fiscal year. Such payments shall be made on a quarterly basis with the first payment to be made on or before _____, 2003.

2. **Other Provisions**

Except to the extent specifically stated in this addendum, the provisions and conditions of the *Interlocal Agreement for School Resource Officer Services* shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum No. 1 agreement in duplicate, each of which shall be deemed an original, on the dates indicated by their respective signatures.

BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT

By: _____
Barbara A. Smith, President
Board of Education
Date: _____, 2003

ATTEST:

Bruce Williams, Business Administrator
Board of Education

Reviewed and found to be in proper form and compliance with applicable law

Attorney for Davis School District

DAVIS COUNTY

By: _____
Dannie R. McConkie, Chairman
Davis County Board of County Commissioners
Date: _____, 2003

ATTEST:

Steven S. Rawlings
Davis County Clerk/Auditor

DAVIS COUNTY SHERIFF'S OFFICE

By: _____
Bud E. Cox, Davis County Sheriff
Date: _____, 2003

Reviewed and found to be in proper form and compliance with applicable law

Gary O. McKean
Deputy Davis County Attorney